

**TROY CITY COUNCIL
REGULAR MEETING AGENDA
January 9, 2020
7:00 P.M.**

Pledge of Allegiance
Good News Commendation
Roll Call
Vacancy List
Approval of Minutes
Presentation of Agenda
Public Forum

LOCAL LAWS

ORDINANCES

RESOLUTIONS

13. Resolution Authorizing The Execution Of An Agreement By And Between The City Of Troy And MXI (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, January 9
 14. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello) **Pending Finance Meeting, January 9
 15. Resolution Appointing City Marshals For The City Of Troy (Council President Mantello, Council Member Gulli, Council Member Ashe-McPherson) **Pending Finance Meeting, January 9
 16. Resolution Appointing A Successor Marshal Of The Troy City Court (Council Member Zalewski, Council Member Steele, Council Member Cummings, Council Member McDermott) **Pending Finance Meeting, January 9
 17. Resolution Confirming Appointments To The Troy Industrial Development Authority (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, January 9
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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND
BETWEEN THE CITY OF TROY AND MXI (Maumee Express, Inc.)**

WHEREAS, The City of Troy requires Household Hazardous Waste Event Services; and

WHEREAS, on December 5th 2019, the City of Troy, NY received proposals for the provision of Household Hazardous Waste Event services, and

WHEREAS, on December 20th 2019, MXI (Maumee Express, Inc.) was selected as the RFP awardee, and

WHEREAS, Troy and MXI are both legally empowered to enter into this Agreement,

NOW, THEREFORE BE IT RESOLVED, Troy and MXI agree to execute the Agreement in substantial conformance with the contract attached hereto.

Approved as to form January 3, 2020

James A. Caruso, Corporation Counsel

Memo In Support

The City of Troy requires professional services for the purpose of materials management during Household Hazardous Waste Day Events.

The City put out a request for proposals in compliance with NYS General Municipal Law.

A review panel comprised of participants from multiple departments selected two vendors based upon proposals received. Of those two vendors, it is The City's opinion that MXI (Maumee Express, Inc.) shall be awarded the contract for a two-year term of commencing on January 1st, 2020 and concluding on December 31st, 2021, with two extensions of this term to be permitted if the City should wish to extend the contract.



AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
MXI, Inc.

This AGREEMENT, made and entered into this 16th day of May, 2019, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" MXI, Incorporated with principal offices located at 297 Zimmerman Lane, Langhorne, Pennsylvania, 19047 and at 26319 Old Trail Road, Abingdon, Virginia, 24212 and hereinafter called the "Vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: General Provisions:

1.1 Service to Troy The Vendor shall provide Comprehensive Plan Documentation for the upcoming Household Hazardous Waste Days (July 27th, 2019 and an October date to be determined) to the City hereinafter called the "DOCUMENTS". These services shall be provided within the time frames, if any set out in the documents.

Section 2: Term:

2.1 Term This agreement shall commence upon signature and terminate December 31, 2019.

Section 3: Payment for Inactive Records Assessment Services

3.1 Payment Payment for Household Hazardous Waste Day events will be received from the City of Troy, NY after satisfactory completion of event and adherence to protocol as required in attached scope of work. Exact dollar amount of payment will be determined based on how many drums or boxes of each hazardous class are packaged.

Both the Vendor and the City are cognizant that it is to the advantage of each entity for the boxes and drums to be as full as possible. Each box will be examined for content and fullness by the City, and each box and manifest will be signed off on by the City.

3.2 Executory Clause In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.

3.3 Non Assignment Clause In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the Vendor or its right, title or interest therein assigned,

transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Section 4: Workers' Compensation Benefits:

4.1 Workers' Compensation

Benefits

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 5: Non Discrimination Requirements:

5.1 Non Discrimination

Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 6: Wage and Hours Provision:

6.1 Wage and Hours

Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Section 7: Identifying Information and Privacy Notification:

7.1 Federal Employer Identification

Number and/or Federal Social Security Number

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

Section 8: Equal Employment Opportunities for Minorities and Women:

8.1(a)

In accordance with Section 312 of the Executive law:
The Vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

8.2(b)

In accordance with Section 312 of the Executive law:
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Section 9: Conflicting Terms:

9.1 Conflicting Terms

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

Section 10: Governing Law:

10.1 Governing Law

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Section 11: Service of Process:

11.1 Service of Process

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by

registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Section 12: Miscellaneous Provisions:

12.1 Amendment Amendment of the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

Section 13: Insurance:

The Vendor will be required to procure and maintain at their own expense the following insurance coverage:

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or Non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:

1. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
2. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

No work shall be commenced under the contract until the Vendor has delivered to the City or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the Vendor. If at any time, any of said policies shall be or become unsatisfactory to the City, the Vendor shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the Vendor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the Vendor to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Vendor concerning indemnification.

Section 14: Termination For Cause:

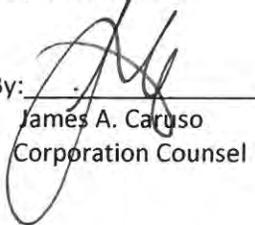
The City of Troy reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The City of Troy elect to terminate this contract for cause, The City of Troy will notify the Contractor 10 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The City of Troy.

Section 15: Termination Without Cause:

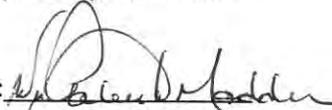
The City of Troy may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

By: 
James A. Caruso
Corporation Counsel

City of Troy, New York

By: 
Wm. Patrick Madden
Mayor

MXI, Inc.

By: _____

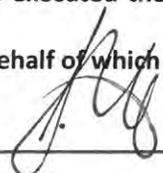
Printed Name: _____

Title: _____

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:
CITY OF TROY)

On this 28th day of May, 2019, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

JAMES A. CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES 05/31/2019



**On-site Health and Safety Plan Procedures
City Of Troy, NY Requirements**

Site description:

The site where the household hazardous waste collection event will be held is informally referred to as "The Alamo". It is located at the corner of East Industrial Parkway and Main Street in Troy, NY, 12180. The site is owned by the Land Development Corporation of Troy, NY which allows the City of Troy to operate there in a variety of storage and processing capacities.

The primary function of the site is for yard waste storage and mulching, secondary functions include electronic waste storage, rubber storage, bulk scrap metal storage and temporary reuse storage for large materials.

As residents have transported hazardous material to the site, the following procedures shall be implemented by the vendor(s) working at the site with regard to collection, removal and disposal of the collected materials:

SAFETY AND HANDLING

- 1) Traffic cones, sawhorses, stanchions or barrels will be strategically placed to direct traffic flow. City of Troy personnel will instruct attendees and direct the traffic to minimize their exposure to household hazardous waste (hereafter referred to as HHW).

- 2) The number of individuals in the processing area will be kept to a minimum at all times. This includes while event is in progress as well as post-event during vendor site breakdown. Individuals allowed in this area are limited to: City of Troy employees working at the event and vendor employees and/or their subcontractors.
 - a. All individuals in this vicinity (both City employees and vendor employees) will be required to have appropriate goggles, safety vests, gloves and footwear (steel-toed shoes)
 - b. All individuals working at the event in other areas or capacities will also be subject to this requirement
- 3) Attendees will not be permitted to exit their vehicle (in the materials collection area).
- 4) No smoking will be permitted in processing, sorting, packaging, temporary storage or transport areas
- 5) Food will not be permitted in processing, sorting, packaging, temporary storage or transport areas
- 6) All HHW will be removed from attendee vehicles by trained City Of Troy personnel by opening the doors/trunk containing the HHW materials and unloading these items. The acceptable HHW items will then be placed on four-wheeled chemical-resistant carts for transport to the sorting area.
- 7) Before moving from the immediate vicinity of the vehicle, the project manager for the vendor shall consult with the attendee to determine nature and composition of HHW.
 - a. There will be appropriate and safe ground-cover material to protect the site from contamination
 - b. The City Of Troy will be advised as to the material being used for this purpose
- 8) A team consisting of a graduate chemist or environmental technologist and a chemical technician will:
 - a. Receive (determining acceptability)
 - i. Special wastes should be anticipated, and protocol for handling must be disclosed
 - b. Sort and evaluate materials
 - i. Collection items identified as non-oil-based and non-aerosol paint will be put aside for remix initiative
 1. Contaminated paint will not be diverted
 2. Unusable paint will not be diverted
 - ii. Paint (excepting aerosols, oil-based and above identified) will not be categories billed to the City Of Troy as HHW
 - iii. There will be a collection partner for paint initiative who will be responsible for handling in a safe and responsible manner
 - c. Inventory (identify, categorize and label as specified in contract)
 - i. Extra labels and storage containers will be available onsite if needed
 - d. Package (only allowed in state or federally approved containers)
 - e. Arrange transport of all HHW to an approved waste-disposal facility
 - f. Vendor's team size will be dependent on number of attendees in the following ratio:
 - i. 0-100: 4 staff
 - ii. 101-200: 5 staff
 - iii. 201-300: 6 staff
 - iv. 301-400: 7 staff
 - v. 401-500: 8 staff
- 9) A designated Emergency Response Cart will be provided by the vendor and be located within the processing area. This cart will contain the following supplies:
 - a. Absorbent material
 - b. Absorbent pads
 - c. Acid spill kit
 - d. Caustic spill kit
 - e. Chemical respirators
 - f. Drum booms
 - g. Emergency eye wash
 - h. Fire extinguisher
 - i. First aid kit
 - j. Full-mask respirators with air-purifying canister (NIOSH approved)
 - k. Mercury vapor absorbent kit
 - l. Plastic bags
 - m. Protective clothing
 - n. Rubber gloves
 - o. Safety goggles
 - p. Self-contained breathing apparatus (SCBA)

- q. Small shovel and broom
 - r. Spill-neutralizing kits
 - s. Air meters
- 10) In the unlikely event of an on-site spill (and depending on severity thereof), the vendor will implement the following (or similar) procedure:
- a. If on-site coordinator requests an evacuation, the coordinator will issue evacuation instructions to all persons in the area
 - b. If downwind of the incident, the evacuation will be perpendicular to the wind direction over passage through the collection zone
 - c. Notification to DEC and EPA of any and all spills
- 11) If and when bulk material arrives, the vendor will inspect the container(s) prior to unloading from vehicle to ensure its integrity. It will then be removed from the vehicle via forklift (if applicable), quantify the material and prepare it for transport.
- a. The vendor will over-pack bulk materials with containers of poor quality
 - b. These containers/packages will be labeled as compromised
 - c. Containers for materials collection will include (but not be limited to) ten USDEOT-approved drums (55g each) with lids and lock-rings
- 12) All materials collected at event as well as any and all equipment used for event (excepting equipment owned and operated by the City of Troy and its employees) are the explicit responsibility of the vendor

TRANSPORT

- 13) Transport will be handled in the following (or similar) manner:
- a. Once the proper protocol has been completed for handling of materials, these materials will be loaded into a licensed hazardous waste transport vehicle as per transportation regulation
 - b. A hazardous waste manifest will be fully executed following proper transportation regulations
 - c. The hazardous waste will be safely transported by vendor to a HHW facility (previously agreed upon by the City Of Troy):
 - i. The City has the right to inspect any facility that is owned by the Vendor where material is delivered, whether it is the destination facility or a temporary storage facility. The Vendor will provide such access within 24 hours of the request
 - d. It is the vendor's responsibility to ensure that all facilities and transporters are compliant with federal and state permits and licenses and that they have adhered to all associated regulations
- 14) Within two hours of event completion, all collected materials will be removed and mobilized

RECORD KEEPING

- 15) Enclosures required with formal
- a. Price Quote Sheet (Attachment A)
 - b. Conflict of Interest Affidavit (Attachment B)
 - c. Certification of Non-Collusion (Attachment C)
 - d. State Finance Law Procurement Compliance Provisions (Attachment D)
 - e. Disclosure of Prior Non-Responsibility Determinations (Attachment E)
- 16) Proof of insurance and an agreement to hold harmless the City Of Troy and Troy Local Development Corporation must be fulfilled and both entities must be named as additional primary insured on a non-contributing basis. Insurance policies shall not be changed or cancelled until after ~~October 31st~~ ^{December} 2019 and before which there will be thirty days given of notification to the City of Troy's Corporation Counsel. Work will only be commenced under this contract after all proofs of insurance and other required documentation has been provided to the City Of Troy, NY. If at any time said policies become unsatisfactory to the City, the vendor shall promptly provide evidence of a new policy and submit proof of same. Failure to provide may result in termination, suspension or discontinuation of this contract. Failure to meet this requirement does not relieve vendor of any liability or requirements of this contract
- 17) Address of event site (The Alamo, located at the corner of Industrial Parkway and Main Street in Troy, NY 12180) as well as City Hall must be included on this document. Insurance requirements as noted in body of contract
- 18) Copies of all current local, state, and federal permits and certifications issued to the firm pertaining to handling, storage, and transportation of hazardous waste. Contractor shall also provide comparable requirements in other states through which the waste might travel. This documentation must include:
- a. Vendor's EPA ID number and Part 364 Permit Number must be provided to the City of Troy
 - b. Copy of current transporter permit must be provided to the City of Troy prior to contract signature

- c. Copy of vendor's current W-9 must be provided to the City Of Troy
- 19) List each chemical compound, pesticide product, household waste, containers and quantities that the contractor will NOT accept for disposal. If certain wastes like pesticides, certain containers, or certain quantities will NOT be accepted, please explain why. Indicate under what circumstances the contractor will accept wastes not in the original container
- 20) The vendor will agree to accept a purchase order for payment
- 21) The vendor will provide the name and contact information for all key personnel on their team
- 22) Permits/licenses proving authority to collect will be provided to City of Troy in advance as well as available for inspection at event
- 23) Upon request, proof must be provided to the City Of Troy (along with submission of quote) of compliance history for a period of twenty-four months. Depending on scale and extent of violations, vendors may be eliminated from consideration to mitigate liability to the city.
- 24) Record-keeping documents generated during the course of the event will be accurate, organized and cross-referenced in such a manner that the City of Troy is able to easily determine:
 - a. Category
 - b. Net weight of each material category:
 - i. The City of Troy will have the right to receive discounted pricing for containers that regularly do not contain the amount of material specified. The Vendor will strive to fill every container with the amount of material specified on the RFP Form and Pricing Sheet. This discount will be proportional to the degree to which containers do not contain the quantities of materials specified. Repeated and regular under filling of containers may result in pricing renegotiation or contract termination.
 - c. Manifest number
 - d. Container content sheet number for each container
 - e. Comprehensive event manifest
 - f. Receipt manifest from HHW permitted consolidation facility supplied by vendor
 - i. Vendor will review all shipping documents with City Of Troy representative prior to either party signing shipping documents
 - ii. Vendor will sign and act as agent of the City Of Troy with regard to HHW permitted consolidation facility
 - iii. Invoicing to City Of Troy, NY may be remitted following receipt of final manifest by permitted consolidation facility
 - g. Vendor will maintain records for all HHW collection services:
 - i. If vendor provides services for more than one event, each event will have separate records, exclusive to each event
 - ii. An accurate count of attendees will be recorded for each event
 - h. Copies of all records associated with a HHW collection event will be provided to the City of Troy upon completion of said event (or within a timely period for documents prepared post-event). These records will be supplied in both written and electronic format until such time that the City Of Troy is prepared to store all documentation solely in electronic format)

RESPONSIBILITIES OF THE CITY OF TROY, NY:

- 1) Provide publicity for Household Hazardous Waste event(s)
 - a. Educate participants regarding acceptable materials
 - b. Provide participants with any information regarding quantity limitations
- 2) Determine eligibility of participants
 - a. Have a verification plan (to distribute attendee coupons in advance)
 - b. Collect coupons onsite
- 3) Manage check-in of participants
- 4) Provide number, titles and roles of City employees working at event
- 5) Provide a forklift and City Of Troy, NY employee qualified to use this equipment
- 6) The City of Troy, NY will submit an application to NYS Department of Environmental Conservation for HHW Collection Day with regularity as determined by NYSDEC
 - a. The City of Troy, NY will provide:
 - i. Emergency plan for site
 - ii. Contact information for key personnel with the City and with the Vendor

ADDITIONAL REQUIREMENTS

Prohibited and specifically refused materials:

- Ammunition
- Explosives
- Tanks of Isocyanates (sealing foam) [Aerosols are allowed]
- Medical sharps
- Medical waste
- Motor oil
- Radioactive items (smoke detectors)
- Dioxin contaminated wastes, such as 2, d-,4; 2,4,5- TP (silvex)
- Pharmaceuticals
- Infectious Waste
- Motor oil (recyclable)
- Auto batteries (recyclable)

The Vendor may choose to handle and separate a limited number of materials for alternate management directly from residents. These materials will be sole responsibility of the vendor with no shared liability by the City Of Troy, NY. Alternate management methods can be selected to replace packaging, transportation and final disposition management by the Vendor. These materials may include:

- a. Fertilizers not containing herbicides or pesticides
- c. Thermostats

*Additional items may be added to this list upon mutual agreement of the Vendor and the City

Site inspection checklist:

Inspector Name/Title _____
Inspection Date/Time _____

Inspection Prior to and During Program

- ___ Eyewash is out and ready for use
- ___ Containment Plug is in place
- ___ Absorbent material is down in roll-off at low end beneath liner
- ___ Liner is in place in dumpster
- ___ All Employees have steel toed shoes on
- ___ All Employees pouring liquids have safety goggles or safety glasses on.

Inspection at end of Program

Containment Area (check all appropriate items)

- ___ there were no spills ___ all spills were cleaned up
- ___ no debris was left in the area
- ___ containment Area plug was removed

Waste Roll-Off

- ___ Roll-Off is covered and secured

AGREEMENT

AGREEMENT made effective the 22nd day of April, 2016 between Eastern Rensselaer County, a municipal corporation organized and existing under and by the virtue of the Laws of the New York, hereinafter called "County", and MXI Environmental Services, LLC, a corporation existing under the Laws of the State of New Jersey with an office located at 26319 Old Trail Road, Abingdon, Virginia, 24210, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, Eastern Rensselaer County has agreed to conduct a **HOUSEHOLD HAZARDOUS WASTE COLLECTION/DISPOSAL** event, and

WHEREAS, as low bid contractor/vendor is desirous of performing said public works project.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

SCOPE OF WORK. The contractor will be responsible to furnish and deliver work for

HOUSEHOLD HAZARDOUS WASTE COLLECTION/DISPOSAL, on April 30, 2016 the Household Hazardous Waste Collection Event.

CONTRACT PERIOD, it is anticipated that the initial contract period shall be from the date of award through December 31, 2018 with 2nd event to be scheduled for 2018. Subsequent one (1) year renewals, at the option of Eastern Rensselaer County, may be available for two (2) additional years.

INSURANCE. MXI Environmental Services LLC, agrees to maintain insurance as specified in the contract documents and shall provide Eastern Rensselaer County with a certificate of insurance naming said county as an additional insured.

COMPLIANCE WITH RULES, REGULATIONS AND LAWS. It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of the Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Contractor agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of the Agreement, the Contractor covenants and certifies that it will comply in all respects with all Federal, State, County, or other Municipal Law which pertain hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

The Laws of the State of New York shall control the within agreement.

CONFLICT OF INTEREST. The Contractor hereby stipulates and certifies that there is no member of the Eastern Rensselaer County Legislature or other Eastern Rensselaer County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefore or who is a party thereto.

LICENSES. The Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.

AUDIT. The Contractor shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 relative to Single Audit of Federal Financial Assistance. In any event, the Contractor shall provide the Eastern Rensselaer County with appropriate documentation should the Eastern Rensselaer County wish to conduct an audit relative to expenditure of funds pursuant to this agreement.

ASSIGNABILITY. This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Eastern Rensselaer County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Eastern Rensselaer County

Dated: _____

BY: _____

MXI Environmental Services LLC

Date: _____

BY: _____

STATE OF VIRGINIA

ss:

COUNTY OF WASHINGTON

On this _____ day of _____, 20____, before me personally came Ronald Potter, to me known, who being by me duly sworn, did depose and say he resides in Lebanon New Jersey that he Managing Member the corporation described in and which executed the above instrument; that he signed his name thereto.

NOTARY PUBLIC

My Commission expires: _____

STATE OF New York

ss:

COUNTY OF _____

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s) he resides in the _____ of _____, ; that (s)he is the _____, the County described in and which executed the above instrument; and that (s)he signed his/her name thereto by order of the _____ of said county.

NOTARY PUBLIC

My Commission expires: _____

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS
FOR THE CITY OF TROY**

BE IT RESOLVED, that the City Council hereby appoints the following person, as identified in the attached application hereto and made a part hereof, Commissioner of Deeds for the City of Troy for a two-year term from January 10, 2020 to January 9, 2022.

Rachel Carter
1009 2nd Avenue
Troy, NY 12182

Catherine Conroy
387 3rd Avenue
Troy, New York 12180

Anasha Cummings
16 Hutton Street
Troy, New York 12180

Mara Drogan
111 Madison Street
Troy, New York 12180

Approved as to form, January 3, 2020

James A. Caruso, Esq., Corporation Counsel



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Rachel Carter (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
2. I am 30 years of age and
3. Check one:

[X] A. I maintain my fixed and permanent residence at (print address):
1009 2nd Avenue, Troy, New York.

[] B. I maintain an office or place of business in the City of Troy, at (print address):
Troy, New York.

And I maintain my fixed and permanent residence at (print address):

in
(town/village) in Rensselaer County.

Signature: Rachel Carter

On Jan 3, 2020, before me appeared Rachel Carter, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

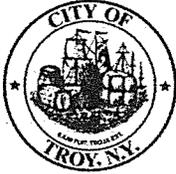
[Signature] Notary Public or Commissioner of Deeds Date 1/3/20

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- [X] Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
[] Business Card or Work ID AND [] Pay stub

APPROVED: [Signature] City Clerk Date 1/3/20



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Catherine Conroy (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 70 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):
387 3rd Ave, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
_____, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

_____ in _____ (town/village) in Rensselaer County.

Signature: Catherine Conroy

On 12/27, 2019 before me appeared Catherine Conroy, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Gretchen B. Lafleur Notary Public or Commissioner of Deeds 12-27-2019 Date

GRETCHEN B. LAFLEUR
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6123848
Qualified in Rensselaer County
Commission Expires March 14, 2021

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED: [Signature]
City Clerk

1-2-20 Date



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Anasha Cummings (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 31 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):
16 Hutton Street, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
_____, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

_____ in _____ (town/village) in Rensselaer County.

Signature: Anasha Cummings

On Jan 2, 2020, before me appeared Anasha Cummings to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Signature] Notary Public or Commissioner of Deeds 1/2/20 Date

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED: [Signature]
City Clerk

1-2-20
Date



**COMMISSIONER OF DEEDS
Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Mara Drogan (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 52 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
111 Madison Street, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
_____, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

_____ in _____ (town/village) in Rensselaer County.

Signature: Mara Drogan

On Jan 2, 2020, before me appeared Mara Drogan, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Rachel Carter, Commissioner of Deeds 1-2-20
Notary Public or Commissioner of Deeds Date

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED: Mara Drogan
City Clerk

1/2/20
Date

**RESOLUTION APPOINTING
CITY MARSHALS FOR THE CITY OF TROY**

Whereas, pursuant to Chapter C, Part 4, Article XII of the City Charter of Troy, the City Council is authorized to appoint as many persons as may be necessary, not exceeding five (5) unless a greater number be at any time prescribed by the City Council to act as Marshals of the City Court;

Whereas, the City Council wishes to appoint John McCann as Troy City Marshal effective immediately; and

Whereas, the City Council wishes to appoint Rel Teta as Troy City Marshal effective immediately; and

Whereas, the City Council wishes to appoint Sara McDermott as Troy City Marshal effective immediately; and

Whereas, the City Council wishes to appoint Al Canty as Troy City Marshal effective immediately; and

Whereas, the City Council wishes to appoint Keith McDermott as Troy City Marshal effective immediately; and

Now, therefore, be it resolved, that the City Council hereby appoints John McCann, Rel Teta, Sara McDermott, Alphonse Canty, and Keith McDermott as City Marshals of City Court of the City of Troy and each shall hold such office until December 31, 2021 or until a successor shall be appointed unless sooner removed from office in accordance with the provisions of the City Charter.

Approved as to form, January 3, 2020

James A. Caruso, Corporation Counsel

**RESOLUTION APPOINTING A SUCCESSOR MARSHAL
OF THE TROY CITY COURT**

WHEREAS, pursuant to Chapter C, Part 4, Article XII B. of the City of Troy Charter, the City Council is authorized to appoint a successor Marshal of the Troy City Court for an acting Marshal of the Troy City Court;

WHEREAS, the City Council wishes to replace Sara McDermott as a Marshal of the Troy City Court and appoint John Gordon in her place and stead as her successor Marshal of the Troy City Court, effectively immediately;

NOW, THEREFORE, BE IT RESOLVED that the Troy City Council hereby appoints John Gordon as the successor Marshal of the Troy City Court in the place and stead of Sara McDermott, and that John Gordon shall hold such office until December 31, 2021, or until a successor shall be appointed, unless sooner removed from office in accordance with the applicable provisions of the City of Troy Charter.

Approved as to form, January 3, 2020

James A. Caruso, Corporation Counsel

**RESOLUTION CONFIRMING APPOINTMENTS TO THE
TROY INDUSTRIAL DEVELOPMENT AUTHORITY (TROY IDA)**

WHEREAS, Chapter 43-A of the Consolidated Laws of the State of New York, “Public Authorities Law”, created and established the Troy Industrial Development Authority, hereinafter referred to as “the Troy IDA”; and

WHEREAS, the Troy IDA consists of a Chairperson and eight (8) other members, all of whom are appointed by the Mayor of the City, subject to confirmation by the City Council, for a term of three (3) years, and shall include: two (2) members of the City Council of the City of Troy; one (1) representative of the school board; and one representative from each of the fields of business, industry and labor, and

WHEREAS, a vacancy will exist on the Troy IDA by virtue of the resignation of William Strang, representing the Troy City School District with a term ending June 19, 2021, and the end Council Member Coleen Paratore’s term of office on the City Council on December 31, 2019;

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Troy hereby confirms the appointment to the Troy IDA of Jim Gulli as a member of the City Council, with a term ending December 31, 2021, and Stephanie Fitch as a representative of the Troy City School, with a term ending January 9, 2023, both terms commencing upon passage of this Resolution.

Approved as to form, January 9, 2020

James A. Caruso, Esq., Corporation Council

VACANCY LIST (January 2020)

| <u>Department</u> | <u>Title</u> | <u>No.</u> |
|--|--|-------------------------------|
| A1315 Comptroller/Finance | Account Clerk | 1 |
| A1325 Comptroller/Treasurer | Account Clerk | 1 |
| A1440 Engineering | City Engineer | 1 |
| | Engineering Aide | 1 |
| A1680 BIS | Data Communications Analyst | 1 |
| | Computer Network Manager | 1 |
| A3120 Police | Police Officer | 6 |
| | Video Clerk | 1 |
| A3410 Fire Department | Firefighter/Paramedic | 1 |
| A3620 Gen Services/Code Enforcement | Senior Code Inspector | 1 <i>(Effective 01/25/20)</i> |
| A5110 Gen Services/Streets | Motor Equipment Operator (Light) | 3 |
| A8022 Planning/CDBG | Assistant Planner | 1 |
| CL8160 Gen Services/Residential Pickup | Laborer | 1 |
| F1640 DPU/Garage | Auto Mechanic Helper | 1 |
| F8330 DPU/Purification | Asst. Supervising Water Plant Operator | 1 |
| | Water Plant Maintenance Supervisor | 1 |
| F8340 DPU/Trans. & Dist. | Water Maintenance Supervisor | 1 |
| | Water Maintenance Person | 3 |
| | Laborer | 2 |
| G8120 DPU/Sanitary Sewers | Sewer Maintenance Person | 1 |
| | Senior Sewer Maintenance Person | 1 |